

Date: March 15, 2005

DECREASE AND AMENDMENT OF DEED OF TRUST, ASSIGNMENT OF LEASES  
AND RENTS AND SECURITY AGREEMENT  
(this "Amendment")

BETWEEN

KGEM SOUTHAVEN LLC  
a limited liability company organized and existing under the laws of Delaware  
(formerly known as Duke Energy Southaven, LLC)

("Trustor")

Address of Trustor: 1330 Post Oak Boulevard - 15th Floor  
Four Oaks Place  
Houston, Texas 77056

AND

CREDIT SUISSE FIRST BOSTON, ACTING THROUGH ITS CAYMAN ISLANDS  
BRANCH,  
As Collateral Agent for the Tranche B Lenders

("Beneficiary")

Address of Beneficiary: 11 Madison Avenue  
OMA-2  
New York, New York 10010  
Attn: Agency Department Manager

Amended Deed of Trust Amount: \$150,000,000

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This instrument prepared by, and after recording please return to:

Dewey Ballantine LLP  
1301 Avenue of the Americas  
New York, New York 10019-6092  
Attention: Brian L. Taylor, Esq.  
(212) 259-8000

**Indexing Instructions:** Part of the SW 1/4 of S 22, T-1-S, R-8-W, part of the SE 1/4 of the SE 1/4, part of the NE 1/4 of the SW 1/4 and of the SE 1/4 of the NW 1/4 and of the NE 1/4 of the NW 1/4, part of the SE 1/4 of the SE 1/4 and of the SW 1/4 of the SE 1/4 and of the NW 1/4 of the SE 1/4 Quarter of S 21, T-1-S, R-8-W, DeSoto County, Mississippi

To the Chancery Clerk of DeSoto County, Mississippi: Please make a notation on the margin of the Deed of Trust which was recorded on August 23, 2004 in Book 2054, Page 262 of the real estate records of DeSoto County, MS

NY1 916790v4

Butler  
+ Snow  
EW

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THE AMOUNT OF THE DEED OF TRUST, AS DECREASED AND AMENDED  
HEREBY, IS \$150,000,000

RECITALS

A. KGen LLC, a Delaware limited liability company ("KGen"), has entered into a Credit Agreement dated as of August 5, 2004 (the "Original Credit Agreement") with each financial institution party thereto as a "Tranche A Lender", each financial institution party thereto as a "Tranche B Lender", each of the guarantors listed on the signature pages thereof as guarantors, including Trustor herein (collectively, the "Guarantors"), and Beneficiary herein, as administrative agent on behalf of the Lenders and as collateral agent, pursuant to which Credit Agreement credit was extended to KGen in the form of term loans from the Tranche A Lenders and term loans from the Tranche B Lenders (all such term loans being hereinafter referred to as the "Original Loans").

B. To secure its obligations as a Guarantor pursuant to the Original Credit Agreement, Trustor herein executed and delivered in favor of Beneficiary herein, a deed of trust dated as of August 5, 2004 in the original principal amount of \$175,000,000 (the "Second Mortgage"), which was recorded on August 23, 2004 in Book 2054, Page 262 of the real estate records of DeSoto County, Mississippi.

C. Beneficiary is also the holder of a first-lien Deed of Trust, Assignment of Leases and Rents and Security Agreement, dated August 5, 2004, in the original principal amount of \$150,000,000 (the "First Mortgage"), recorded on August 23, 2004 in Book 2054, Page 236 of the real estate records of DeSoto County, Mississippi.

D. As of the date hereof, KGen is entering into an Amended and Restated Credit Agreement (the "Amended Credit Agreement") with each financial party thereto as a "Tranche A Lender", each financial party thereto as a "Tranche B Lender", and Beneficiary herein, as administrative agent on behalf of the Lenders and as collateral agent, pursuant to which Amended Credit Agreement, the Original Loans will be increased from an aggregate amount of \$325,000,000 to the aggregate amount of \$475,000,000.

E. The term loans of the Tranche A Lenders will be increased from \$150,000,000 to the aggregate amount of \$325,000,000 (the "First Mortgage Increased Amount") and the interest rate thereon remains subject to increase and/or decrease in accordance with the terms and conditions of the Amended Credit Agreement.

F. As of the date hereof, Beneficiary, in its capacity as Collateral Agent for the Tranche A Lenders, is concurrently entering into that certain Increase and Amendment of Deed of Trust, Assignment of Leases and Rents and Security Agreement, dated as of the date hereof, between KGen Southaven LLC and Credit Suisse First Boston, acting through its Cayman Islands Branch, as Collateral Agent for the Tranche A Lenders (the "First Mortgage Amendment").

G. The term loans of the Tranche B Lenders will be decreased from \$175,000,000 to the aggregate amount of \$150,000,000 (the "Second Mortgage Decreased Amount"). The term loans from the Tranche B Lenders do not amortize. A portion of the interest on the term loans is paid currently in cash and a portion of the interest accrues and is added to the principal amount outstanding with interest thereafter accruing on such increased principal amount.

H. Pursuant to Article IX of the Amended Credit Agreement, each Guarantor, including Trustor herein, continues to unconditionally and irrevocably guarantee the obligations and the indebtedness of KGen under the Amended Credit Agreement, with such guaranty being secured by, among other things, a second priority lien in favor of the Tranche B Lenders in all real estate owned and/or leased by each Guarantor.

I. In order to secure its continuing and its decreased obligations with respect to its guaranty under the Amended Credit Agreement, Trustor, as the owner of the fee interest in the premises described in SCHEDULE A attached hereto, is executing and delivering this Amendment in favor of Beneficiary, as collateral agent.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meaning given such terms in the Second Mortgage.

2. The Second Mortgage is hereby amended such that the Deed of Trust Amount listed on the cover page of the Second Mortgage is hereby deleted and replaced with "\$150,000,000", the statement "The Amount of this Deed of Trust is \$175,000,000" is hereby deleted and replaced with the statement "The Amount of this Deed of Trust is \$150,000,000", and the figure "175,000,000" in each of the paragraphs numbered 2 and 4 on page 1 of the Second Mortgage is hereby deleted and replaced with the figure "150,000,000".

3. All references in the Second Mortgage to the Original Credit Agreement, including, without limitation, all references thereto in the section entitled "Certain Definitions and Rules of Construction", are hereby deleted and replaced by references to the Amended Credit Agreement, and all references to the Tranche A Lenders and to the Tranche B Lenders in the Second Mortgage shall be to the definition of such parties as found in the Amended Credit Agreement.

4. Except as specifically amended hereby, the Second Mortgage remains unmodified and in full force and effect, and all the terms thereof are hereby incorporated herein by reference as if fully set forth herein and are hereby ratified and confirmed in all respects.

5. Beneficiary hereby agrees and confirms that (a) the Second Mortgage is and continues to be, subject and subordinate in all respects to the terms and

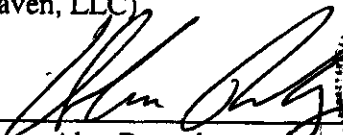
conditions contained in the First Mortgage as amended by the First Mortgage Amendment, and, in particular, as so increased to secure the First Mortgage Increased Amount and (b) the rights and remedies of the respective parties to the Second Mortgage continue to be governed in accordance with the Intercreditor Agreement to the extent so provided in the Second Mortgage.

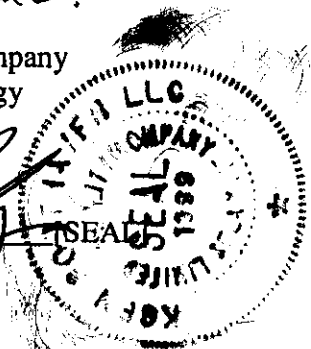
6. This Amendment may be executed in two or more counterparts by either or both of the parties hereto, each of which shall be an original and both of which, when taken together, shall constitute one and the same Amendment.

[Balance of page intentionally left blank.]

IN WITNESS WHEREOF, this Amendment has been executed by Trustor and Beneficiary as of the day and year first above written, although actually executed on the dates set forth in the acknowledgments.

KGEM SOUTHAVEN LLC,  
a Delaware limited liability company  
(formerly known as Duke Energy  
Southaven, LLC)

By:   
Name: Alan Rosenberg  
Title: President



CREDIT SUISSE FIRST BOSTON, acting  
through its Cayman Islands Branch, not in  
its individual capacity but solely as  
Collateral Agent for the Tranche B Lenders

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this Amendment has been executed by Trustor and Beneficiary as of the day and year first above written, *although actually executed on the dates set forth in the acknowledgments,*

KGEM SOUTHAVEN LLC,  
a Delaware limited liability company  
(formerly known as Duke Energy  
Southaven, LLC)

By: \_\_\_\_\_ [SEAL]

Name: Alan Rosenberg

Title: President

CREDIT SUISSE FIRST BOSTON, acting  
through its Cayman Islands Branch, not in  
its individual capacity but solely as  
Collateral Agent for the Tranche B Lenders

By: \_\_\_\_\_

Name: Jay Chall

Title: Director

By: \_\_\_\_\_

Name: ROBERT HETU

Title: DIRECTOR

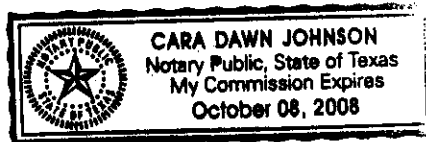
## ACKNOWLEDGMENTS

STATE OF Texas )  
COUNTY OF Harris ) ss.:

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 10 day of March, 2005, within my jurisdiction, the within named Alan Rosenbers, who acknowledged that he is President of KGEN SOUTHAVEN LLC, a Delaware limited liability company, and that for and on behalf of such limited liability company, and as the act and deed of such limited liability company, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Cara Dawn Johnson  
Notary Public

[SEAL]



STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of March, 2005, within my jurisdiction, the within named \_\_\_\_\_ and \_\_\_\_\_, who acknowledged that they are, respectively, the \_\_\_\_\_ and the \_\_\_\_\_ of Credit Suisse First Boston, acting through its Cayman Islands Branch, as Collateral Agent for the Tranche B Lenders, and that for and on behalf of such entity, and as the act and deed of such entity, they executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
Notary Public

[SEAL]

## ACKNOWLEDGMENTS

STATE OF )  
 ) ss.:  
 COUNTY OF )

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of March, 2005, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he is \_\_\_\_\_ of KGEN SOUTHAVEN LLC, a Delaware limited liability company, and that for and on behalf of such limited liability company, and as the act and deed of such limited liability company, he executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
 Notary Public

[SEAL]

STATE OF NEW YORK )  
 ) ss.:  
 COUNTY OF NEW YORK )

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 11<sup>th</sup> day of March, 2005, within my jurisdiction, the within named JAY CHALL and ROBERT NETU, who acknowledged that they are, respectively, the DIRECTOR and the DIRECTOR of Credit Suisse First Boston, acting through its Cayman Islands Branch, as Collateral Agent for the Tranche B Lenders, and that for and on behalf of such entity, and as the act and deed of such entity, they executed the above and foregoing instrument, after first having been duly authorized so to do.

MBull  
 Notary Public

MARJORIE E. BULL  
 Notary Public, State of New York  
 No. 01BU6055282  
 Qualified in New York County  
 Commission Expires February 20, 2007

[SEAL]



SCHEDULE ATRACT 1

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND NAIL AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAID POINT OF COMMENCEMENT BEING IN THE INTERSECTION OF THE PHYSICAL CENTERLINE OF STANTON ROAD SOUTH, ALSO KNOWN AS PATTI ROAD (PUBLIC, PAVED ROAD - 35 FEET TO CENTERLINE PER PLAT BOOK 13 - PAGE 21) AND THE PHYSICAL CENTERLINE OF TULANE ROAD (PUBLIC, PAVED ROAD - 80 FEET WIDE); THENCE NORTH 89 DEGREES 18 MINUTES 35 SECONDS EAST ALONG SAID CENTERLINE OF STANTON ROAD SOUTH - 73.84 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 25 SECONDS EAST (PERPENDICULAR TO SAID CENTERLINE) - 35.00 FEET TO A SET IRON PIN AT THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING LYING IN THE PRESENT SOUTHERLY RIGHT OF WAY LINE OF SAID STANTON ROAD SOUTH; THENCE NORTH 89 DEGREES 18 MINUTES 35 SECONDS EAST ALONG SAID PRESENT SOUTHERLY RIGHT OF WAY LINE AND ALONG THE RIGHT OF WAY OF STANTON ROAD SOUTH (35 FEET TO CENTERLINE), AS SHOWN ON SAID FINAL PLAN, TULANE-STANTON INDUSTRIAL SUBDIVISION (RECORDED IN PLAT BOOK 73 - PAGE 47) - 1916.31 FEET TO A SET IRON PIN IN THE WESTERLY LINE OF THE MRS. CLARA ROBERSON PROPERTY (BOOK 116 - PAGE 005); THENCE SOUTH 00 DEGREES 10 MINUTES 50 SECONDS WEST ALONG SAID WESTERLY LINE OF ROBERSON PROPERTY - 2551.31 FEET TO A FOUND 2 INCH PIPE IN THE NORTHERLY LINE OF THE CITY OF HORN LAKE, MISSISSIPPI PROPERTY (BOOK 241 - PAGE 448), SAID NORTHERLY LINE BEING THE SOUTH LINE OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 16 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 22 AND ALONG THE NORTHERLY LINE OF SAID CITY OF HORN LAKE PROPERTY - 1954.44 FEET TO A SET IRON PIN IN THE EASTERLY RIGHT OF WAY LINE OF TULANE ROAD, SAID RIGHT OF WAY AS SHOWN ON SAID FINAL PLAN, TULANE-STANTON INDUSTRIAL SUBDIVISION (RECORDED IN PLAT BOOK 73 - PAGE 47); THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE - 2518.12 FEET TO A SET IRON PIN AT A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTWARDLY ALONG SAID CURVE AN ARC DISTANCE OF 54.39 FEET (CENTRAL ANGLE OF 89 DEGREES 02 MINUTES 45 SECONDS - CHORD OF NORTH 44 DEGREES 47 MINUTES 12 SECONDS EAST - 49.08 FEET) TO THE POINT OF BEGINNING.

CONTAINING 4,981,973 SQUARE FEET OR 114.370 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED SUBJECT LOT 2 IS IMPROVED AS SHOWN HEREON .

BEARINGS ARE RELATIVE TO MISSISSIPPI STATE PLANE GRID NORTH (NAD27 - WEST ZONE).

TRACT 2:

That certain Transmission Facilities Easement from the City of Southaven, Mississippi in favor of Duke Energy Southaven, LLC, dated July 17, 2001, and recorded in Book 397 at Page 209, over across and under the following described property:

BEING AN ALTA/ASCM LAND TITLE SURVEY OF A 200 FOOT WIDE UTILITY EASEMENT AS RECORDED IN BOOK 397 - PAGE 209 ACROSS PART OF THE CITY OF SOUTHAVEN PROPERTY, SAID CITY OF SOUTHAVEN PROPERTY BEING LOT 1, TULANE-STANTON INDUSTRIAL SUBDIVISION RECORDED PER DEED OF RECORD AT BOOK 114 - PAGE 284 AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID EASEMENT TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS SUBJECT EASEMENT "THREE", SAID SUBJECT EASEMENT "THREE" BEING DESCRIBED AS:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND NAIL AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAID POINT OF COMMENCEMENT BEING IN THE INTERSECTION OF THE CENTERLINE OF STANTON ROAD SOUTH, ALSO KNOWN AS PATTI ROAD (PUBLIC, PAVED ROAD - 35 FEET TO CENTERLINE) AND THE CENTERLINE OF TULANE ROAD (PUBLIC, PAVED ROAD - 80 FEET WIDE, AS DEDICATED IN SAID PLAT BOOK 73 - PAGE 47); THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST ALONG THE CENTERLINE OF TULANE ROAD - 1894.95 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST (LEAVING AND PERPENDICULAR TO SAID CENTERLINE) - 40.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT LYING IN THE WESTERLY RIGHT OF WAY LINE OF SAID TULANE ROAD; THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST ALONG SAID WESTERLY RIGHT OF WAY LINE - 247.47 FEET; THENCE SOUTH 54 DEGREES 10 MINUTES 53 SECONDS WEST (LEAVING SAID WESTERLY RIGHT OF WAY LINE) - 618.86 FEET TO THE NORTHERLY LINE OF THE CITY OF HORN LAKE, MISSISSIPPI PROPERTY (BOOK 241 - PAGE 448), SAID NORTHERLY LINE BEING THE SOUTH LINE OF SAID SECTION 21; THENCE SOUTH 89 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE SAID SOUTH LINE OF SECTION 21 AND ALONG THE NORTHERLY LINE OF SAID CITY OF HORN LAKE PROPERTY - 119.88 FEET TO THE SOUTHEAST CORNER OF THE JOHNNY MITCHELL PROPERTY (BOOK 271 - PAGE 888); THENCE NORTH 00 DEGREES 18 MINUTES 50 SECONDS EAST ALONG THE EASTERLY DEED LINE OF SAID MITCHELL PROPERTY - 287.83 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 14 SECONDS EAST (LEAVING SAID EASTERLY DEED LINE) - 80.00 FEET TO AN ANGLE POINT; THENCE NORTH 84 DEGREES 10 MINUTES 53 SECONDS EAST - 690.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 151,309 SQUARE FEET OR 3.474 ACRES, MORE OR LESS.

ALL BEARINGS SHOWN AND DESCRIBED IN THESE EASEMENTS ARE RELATIVE TO MISSISSIPPI STATE PLANE GRID NORTH (NAD27 - WEST ZONE).

TRACT 3:

That certain Transmission Facilities Option and Easement from R. H. Rasco, Jr. and W. D. Rasco in favor of Duke Energy Southaven, LLC, dated April 26, 2000, and recorded in Book 393 at Page 436, over across and under the following described property:

BEING AN ALTA/ASCM LAND TITLE SURVEY OF A 200 FOOT WIDE UTILITY EASEMENT AS RECORDED IN BOOK 393 - PAGE 436 ACROSS PART OF THE R. H. RASCO, JR. AND W. D. RASCO PROPERTY PER DEED OF RECORD AT BOOK 246 - PAGE 236 AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID EASEMENT TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS SUBJECT EASEMENT "TWO", SAID SUBJECT EASEMENT "TWO" BEING DESCRIBED AS:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND SPIKE AT THE NORTHEAST CORNER OF SAID SECTION 21, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAID POINT OF COMMENCEMENT BEING IN THE INTERSECTION OF THE PHYSICAL CENTERLINE STATELINE ROAD (PUBLIC, PAVED ROAD - WIDTH VARIES) AND THE PHYSICAL CENTERLINE OF TULANE ROAD (PUBLIC, PAVED ROAD - 80 FEET WIDE); THENCE NORTH 89 DEGREES 56 MINUTES 01 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 2345.31 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT LYING IN THE PHYSICAL CENTERLINE OF SAID STATELINE ROAD; THENCE SOUTH 42 DEGREES 34 MINUTES 54 SECONDS WEST (LEAVING SAID CENTERLINE OF ROAD) - 413.04 FEET TO AN ANGLE POINT; THENCE SOUTH 21 DEGREES 51 MINUTES 56 SECONDS WEST - 692.39 FEET TO AN ANGLE POINT; THENCE SOUTH 22 DEGREES 01 MINUTES 32 SECONDS WEST - 845.73 FEET TO AN ANGLE POINT; THENCE SOUTH 08 DEGREES 23 MINUTES 45 SECONDS WEST - 652.97 FEET TO AN ANGLE POINT; THENCE SOUTH 08 DEGREES 25 MINUTES 18 SECONDS WEST - 419.79 FEET TO AN ANGLE POINT; THENCE SOUTH 50 DEGREES 36 MINUTES 14 SECONDS EAST - 971.84 FEET TO THE WESTERLY DEED LINE OF THE JOHNNY J. MITCHELL PROPERTY (DEED BOOK 271 - PAGE 688), SAID DEED LINE AS EVIDENCED BY A WIRE FENCE; THENCE SOUTH 00 DEGREES 29 MINUTES 54 SECONDS EAST ALONG SAID WESTERLY DEED LINE - 260.68 FEET; THENCE NORTH 50 DEGREES 36 MINUTES 14 SECONDS WEST (LEAVING SAID WESTERLY DEED LINE) - 1252.35 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AN EXISTING TENNESSEE VALLEY AUTHORITY EASEMENT (BOOK 202 - PAGE 775); THENCE ALONG SAID EASTERLY LINE OF SAID EXISTING EASEMENT THE FOLLOWING BEARINGS AND DISTANCES: THENCE NORTH 08 DEGREES 25 MINUTES 18 SECONDS EAST - 532.96 FEET TO AN ANGLE POINT; THENCE NORTH 08 DEGREES 23 MINUTES 45 SECONDS EAST - 676.83 FEET TO AN ANGLE POINT; THENCE NORTH 22 DEGREES 01 MINUTES 32 SECONDS EAST - 889.35 FEET TO AN ANGLE POINT; THENCE NORTH 21 DEGREES 51 MINUTES 56 SECONDS EAST - 777.73 FEET TO THE SOUTHERLY LINE OF AN EXISTING MISSISSIPPI POWER AND LIGHT COMPANY (ENTERGY) EASEMENT (BOOK 223 - PAGE 477); THENCE NORTH 89 DEGREES 20 MINUTES 04 SECONDS EAST ALONG SAID SOUTHERLY LINE - 85.31 FEET TO AN ANGLE POINT; THENCE NORTH 50 DEGREES 51 MINUTES 23 SECONDS EAST (CONTINUING ALONG SAID SOUTHERLY LINE AND ITS NORTHEASTWARDLY PROJECTION) - 231.24 FEET TO THE SAID PHYSICAL CENTERLINE OF STATELINE ROAD; THENCE NORTH 88 DEGREES 57 MINUTES 04 SECONDS EAST ALONG SAID CENTERLINE - 188.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 822,805 SQUARE FEET OR 18.889 ACRES, MORE OR LESS, SUBJECT TO EXISTING AND FUTURE RIGHT OF WAY IN PUBLIC ROADS.

TRACT 4:

That certain Transmission Facilities Option and Easement from Johnny J. Mitchell and wife, Lori Ann Mitchell in favor of Duke Energy Southaven, LLC, dated May 2, 2000, and recorded in Book 393 at Page 444, over across and under the following described property:

BEING AN ALTA/ASCM LAND TITLE SURVEY OF A 200 FOOT WIDE UTILITY EASEMENT AS RECORDED IN BOOK 393 - PAGE 444 ACROSS PART OF THE JOHNNY J. MITCHELL PROPERTY RECORDED PER DEED OF RECORD AT BOOK 271 - PAGE 686 AT THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, SAID EASEMENT TO BE KNOWN FOR THE PURPOSES OF THIS DESCRIPTION AS SUBJECT EASEMENT "ONE", SAID SUBJECT EASEMENT "ONE" BEING DESCRIBED AS:

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, AND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND NAIL AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAID POINT OF COMMENCEMENT BEING IN THE INTERSECTION OF THE PHYSICAL CENTERLINE OF STANTON ROAD SOUTH, ALSO KNOWN AS PATTI ROAD (PUBLIC, PAVED ROAD - WIDTH VARIES) AND THE PHYSICAL CENTERLINE OF TULANE ROAD (PUBLIC, PAVED ROAD - 80 FEET WIDE); THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 2587.87 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 21, SAID CORNER LYING IN THE NORTHERLY LINE OF THE CITY OF HORN LAKE, MISSISSIPPI PROPERTY (BOOK 241 - PAGE 448), SAID NORTHERLY LINE BEING THE SOUTH LINE OF SAID SECTION 21; THENCE SOUTH 88 DEGREES 18 MINUTES 30 SECONDS WEST ALONG THE SAID SOUTH LINE OF SECTION 21 AND ALONG THE NORTHERLY LINE OF SAID CITY OF HORN LAKE PROPERTY - 660.20 FEET TO THE SOUTHEAST CORNER OF SAID JOHNNY MITCHELL PROPERTY AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 50 DEGREES 36 MINUTES 14 SECONDS WEST (LEAVING SAID SOUTH LINE OF SECTION 21) - 2525.32 FEET TO THE EASTERLY DEED LINE OF THE R. H. RASCO, JR. AND W. D. RASCO PROPERTY (DEED BOOK 246 - PAGE 236), SAID EASTERLY DEED LINE AS EVIDENCED BY A WIRE FENCE; THENCE NORTH 00 DEGREES 29 MINUTES 54 SECONDS WEST ALONG SAID EASTERLY DEED LINE - 260.88 FEET; THENCE SOUTH 50 DEGREES 38 MINUTES 14 SECONDS EAST (LEAVING SAID EASTERLY DEED LINE) - 2529.79 FEET TO THE EASTERLY DEED LINE OF SAID MITCHELL PROPERTY; THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST ALONG SAID EASTERLY DEED LINE OF MITCHELL PROPERTY - 257.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 505,511 SQUARE FEET OR 11.605 ACRES, MORE OR LESS.